

2011 Statewide Expanded Operation DWI (SEDWI)

This Agreement made and entered into this October 1 day of 2010, by and between the New Mexico Department of Public Safety, acting through the New Mexico State Police (NMSP) herein referred to as the "DEPARTMENT" and Santa Fe County Sheriff's Office, herein referred to as the "SUB-GRANTEE".

WHEREAS, this Sub-grant Agreement is made by and between the Department and the Sub-grantee, pursuant to the authority of Public Law No. 108-447, Consolidated Appropriation Act, 2005, NMSA 1978 Section 9-19-6; and

WHEREAS, Santa Fe County has approximately 1000 outstanding Driving While Impaired (DWI) warrants from Municipal, Magistrate and District Courts. To address this issue the Santa Fe community, in collaboration with Santa Fe law enforcement and the Santa Fe New Mexican, has developed a DWI enforcement program. The program will consist of two parts. First, the Santa Fe New Mexican will publish names and pictures of outstanding DWI warrants on a quarterly basis, encouraging individuals to take care of outstanding warrants and allowing the community to call in information. The next step will be to conduct warrant roundups. Warrant roundup teams consisting of the Department, Santa Fe Police Department and the Santa Fe County Sheriff's Office will conduct monthly warrant roundup; and

WHEREAS, the Sub-grantee will receive federal funds through the New Mexico Department of Transportation, Operation DWI award 11-AL-K8-071(I). The operation, management and administration of the Operation DWI (SEDWI) award and this Agreement must be consistent with the NMDOT 11-AL-K8-071(I) Project Agreement (attached and incorporated herein as Attachment A); and

WHEREAS, it is necessary for the Sub-grantee to enter into this Agreement with the Department in order to receive and expend funds from the Operation DWI Project (SEDWI) for the purpose of implementing activities that qualify for funding under the Operation DWI Project (SEDWI); and

NOW, THEREFORE, the parties hereto do mutually agree as follows:

SECTION ONE: PURPOSE

The purpose of this Agreement is to provide funding to local law enforcement agencies to work in coordination with the Department to conduct warrant roundups for DWI offenders who have a pending arrest warrant for DWI or who are in violation of their court order in Santa Fe County and surrounding areas.

SECTION TWO: SCOPE OF WORK

1. Participate in monthly DWI warrant roundups coordinated with the Department and the Santa Fe County Sheriff's Office.
2. Committee six (6) Officer to each DWI warrant roundup.
3. Funding shall be used to pay actual overtime costs, not to exceed hourly rate X 1.5, for officers to participate in the monthly DWI warrant roundups.

4. The participating Officers will be placed in teams and given ten (10) targets within the same geographical area of Santa Fe County.
5. Targets shall be DWI offenders who have a pending arrest warrant for DWI or who are in violation of their court order in Santa Fe County.

SECTION THREE: TERMS OF THIS AGREEMENT

1. This Agreement shall become effective October 1, 2010. This Agreement shall terminate on September 15, 2011; and

SECTION FOUR: SUB-GRANTEE DUTIES AND RESPONSIBILITIES

Sub-grantee must adhere to the following duties and responsibilities, and other terms and conditions under this Agreement in order to receive the compensation described in Section Five:

1. Comply with all provisions and condition of this Agreement including the Traffic Safety Bureau Project Management and Accounting Procedures Manual, the State Procurement Code, NMSA 1978, Sections 13-1-28 to Sections 13-1-199 and the National Highway Traffic Safety Administration Grants Management Manual; and
2. Pay all expenditures made by Sub-grantee in completion of this Agreement up front. The Department will reimburse for all allowable expenditures through the Request for Reimbursement (RFR) process; and
3. Retain all records that pertain to the amount and disposition of the funds from all sources budgeted for the Agreement period, descriptions of all expenditures made, the reason the expenditure was made, and the benefit received by the Sub-grantee for the expenditure, the amount and nature of all contributions from other sources, and such other records as the Department shall prescribe. Such records shall be preserved for a period of not less than three (3) years following completion of the Agreement; and
4. If an audit finding determines that specific funding use was inappropriate or not related to the project, the Sub-grantee shall reimburse that portion to the Department within fifteen (15) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expenses supported by such insufficient documentation shall be reimbursed to the department within fifteen (15) days.

SECTION FIVE: SUB-GRANTEE COMPENSATION AND PAYMENT

1. In consideration of the Sub-grantee's satisfactory completion of all work and services required to be performed under the terms of this Agreement, and in compliance with all other Agreement terms herein stated, the Department shall reimburse the Sub-grantee a sum up to, and not to exceed, \$19,333.00; and
2. No matching requirement exists for this program; and

3. The funds set forth in this Section - paragraph 1 shall constitute full and complete payment of funds to be received by the Sub-grantee from the Department; and
4. Upon the completion of this Agreement, any portion of Sub-grantee's unexpended funds revert back to the New Mexico Department of Public Safety; and
5. **All payments shall be made upon an actual cost reimbursement basis.** The Sub-grantee shall submit a completed Request for Reimbursement Form along with all appropriate supporting documentation.
 - A. An original Request for Reimbursement (RFR) (attached and incorporated herein as Form 1) shall be submitted to the Department for review and approval no later than fifteen (15) days following the completion of a warrant roundup.
 - B. All Requests for Reimbursement ("RFR") must be submitted to the Department for review and approval no later than **fifteen (15) days** following the termination date of this Agreement. Failure by the Sub-grantee to timely submit the final RFR and include all supporting backup documentation requested by the Department may result in non-payment.
6. No Request for Reimbursement (RFR) will be processed if, in the judgment of the Department, the Sub-grantee is in violation of any section of this Sub-grant Agreement.

SECTION SIX: SUB-GRANTEE REPORTING REQUIREMENTS

It is necessary for the Department to evaluate the progress of the Program, therefore, the Sub-grantee is required to complete and submit programmatic reports.

1. An original Project Activity Report shall be submitted to the Department for review and approval no later than fifteen (15) days following the completion of a warrant roundup.

Project Activity Report Form will be provided by the Department; and

2. The Sub-grantee agrees to comply with any additional reporting requirements or information requests imposed by NM Department of Transportation and the Department. The Department will notify Sub-grantee of any additional reporting requirements as they are imposed.

SECTION SEVEN: FUND SUSPENSION OR TERMINATION AND OTHER SANCTIONS

The Department may suspend funding in whole or in part, terminate funding, or impose other sanctions on Sub-grantee for the following reasons:

1. Failing to comply substantially with the requirements or statutory objectives of the appropriate state or federal law, program guidelines issues hereunder, or other provisions of state or federal law; or
2. Failing to make satisfactory progress toward the goals, objectives, or strategies set forth in the BJA Program or the Sub-grantee's Application; or

3. Failing to adhere to the requirements in the agreement, standard conditions, or special conditions; or
5. Failing to submit reports; or
6. Filing a false certification in reports or documents.

Before imposing sanctions, the Department will provide reasonable notice to the Sub-grantee of its intent to impose sanctions and will attempt to resolve the problem informally.

SECTION EIGHT: SUB-GRANTEE CONDITIONS

As a requirement of accepting award 11-AL-K8-071(I) the operation, management and administration of the Operation DWI (SEDWI) award and this Agreement must be consistent with the NMDOT 11-AL-K8-071(I) Project Agreement (attached and incorporated herein as Attachment A); therefore the Sub-grantee agrees to adhere to the same conditions and requirements, to include but not limited to the following:

1. The Sub-grantee agree to abide by all Federal and State Laws, rules, regulations an executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Sub-grantee agrees to assure that no person in the United States of New Mexico shall, on the grounds of race, religion, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If the Sub-grantee is found to be not in compliance with these requirements during the life of this Agreement, the Sub-grantee agrees to take appropriate steps to correct these deficiencies; and
2. The Department and the Sub-grantee shall comply with all federal, state and local laws and ordinances applicable to the work called for herein. The Department and the Sub-grantee further agree to operate under and be controlled by the Title VI, and Title VII of the Civil Rights Act of 1964, the Age Discrimination Employment Act, the Americans with Disabilities Act of 1990, the Environmental Justice Act of 1994. The Civil Rights Restoration Act entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60). Accordingly, 49 CFR 21 is applicable to this Agreement and is incorporated herein by reference; and
3. The Sub-grantee understands the Department reserves the right to conduct periodic on-site monitoring visits upon reasonable notice to the Sub-grantee prior to each visit.

SECTION NINE: AMENDMENTS AND MODIFICATIONS

1. The Department, by written notice to the Sub-grantee shall have the right to change and/or correct this Agreement, if at any time, in the judgment of the Department the provisions of this Agreement require the Department to do so; and
2. If any provision of this Agreement is held to be invalid, illegal, void, or otherwise unenforceable by a court of competent jurisdiction, such provision may be revised by the Parties, insofar as possible, to

cure the defect and give maximum effect to their intent in entering into this Agreement. In any event, such invalidity, illegality, or unenforceability shall not affect other provisions hereof, and the remainder of the Agreement shall continue in full force and effect.

SECTION TEN: SUB-GRANTEE REPRESENTATIVE

The Sub-grantee hereby designates the person's listed below as the official Sub-grantee Representatives responsible for overall fiscal and programmatic supervision of the approved program.

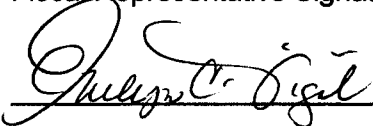
Fiscal Representative:

EVELYN VIGIL
(Print)

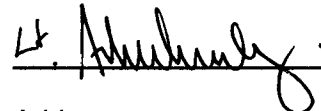
Program Representative:

LT. ADAN MENDOZA
(Print)

Fiscal Representative Signature:



Program Representative Signature:



Address:

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EVLIL@SANTA FE COUNTY.ORG

Email:

AMENDOZA @SANTA FE COUNTY.ORG

SECTION ELEVEN: AUTHORIZATION OF EXPENDITURES

The terms of this AGREEMENT are contingent upon sufficient appropriations and authorizations being made by the Congress of the United States if federal funds are involved, or the State Legislature if State funds involved, for performance of this AGREEMENT. If sufficient appropriations and authorizations are not made, this AGREEMENT shall terminate upon written notice being given by the Department to the Sub-grantee. The Department is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure by the Department. The Department's decision as to whether its funds are sufficient for fulfillment of the Agreement shall be final.

SECTION TWELVE: CONDITIONS OF THE AGREEMENT

1. This Agreement constitutes the entire agreement between the parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document or its amendments, is not part of this Agreement and not enforceable pursuant to this Agreement. Performance of all duties and obligations herein shall conform with and shall not contravene any state, local, or federal statutes, regulations, rules, or ordinances.
2. Any employee of one of the parties who provides services under this Agreement shall remain the employee of his/her employer, who shall remain responsible for that employee's salary, fringe benefits, worker's compensation benefits, and unemployment compensation. Any of the parties' employees who undertake any activities under this Agreement shall remain subject to the supervision of his or her employer.

SECTION THIRTEEN: THIRD-PARTY BENEFICIARY CLAUSE

No provision of this Agreement creates in the public, or any member thereof, a third-party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit for wrongful death, bodily and/or personal injury to person, damage to property, and/or any other claim(s) whatsoever pursuant to the provision of this Agreement.

SECTION FOURTEEN: NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement establishes any waiver of immunity from liability for alleged tortious conduct of any employee of the Department or the Sub-grantee arising from the performance of this Agreement apart from that set forth in the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, and et seq., as amended.

SECTION FIFTEEN: SEVERABILITY

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable; the remainder of this Agreement shall remain in full force and effect.

SECTION SIXTEEN: TERMINATION

1. The Department, by written notice to the Sub-grantee shall have the right to terminate this Agreement if, at any time, in the judgment of the Department the provisions of this Agreement have been violated or the outlined program activities do not progress satisfactorily. In this event, the Department may demand refund of all or part of the funds dispersed to the Sub-grantee; and
2. This Agreement may be terminated by the Sub-grantee upon written notice delivered to the Department at least thirty (30) days in advance. Such termination, does not nullify Sub-grantees obligations already incurred for performance or failure to perform prior to the date of termination. In any event, this agreement shall be in effect until completed, unless terminated early pursuant to this Agreement.

SECTION SEVENTEEN: INSTRUCTIONS AND FORMS

Forms are incorporated into and made part of this Agreement upon completion.

- A. Request for Reimbursement (RFR) Form (Form 1)

SECTION EIGHTEEN: ATTACHMENTS

Attachments listed below are incorporated into and made part of this Agreement:

- A. NMDOT 11-AL-K8-071(I) Project Agreement (Attachment A)
- B. Funding Request (Attachment B)
- C. Budget Summary (Attachment C)

Attachments are incorporated and made part of this Agreement upon completion.

THEREFORE, the Sub-grantee and the Department do hereby execute this Agreement as witnessed by the signatures below:

SUB-GRANTEE:

SANTA FE COUNTY

By: Katherine Miller

Date: 1.19.11

Printed Name: Katherine Miller

Title: SF County Manager

DEPARTMENT OF PUBLIC SAFETY:

By: John Denko
Cabinet Secretary or Designee, John Denko

Date: 12/3/10

Reviewed as to legal form and sufficiency
New Mexico Department of Public Safety, Office of Legal Affairs

By: Germaine R. Chappelle
General Counsel or Designee, Germaine R. Chappelle

Date: 12/2/10

Approved as to form

Santa Fe County Attorney

By: Ane Marie Oef for Stephen Ross

Date: 1-7-11

J. Marston 1/14/11